

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
LUFKIN DIVISION

Administrative Division: Attn. RON CLARK D/B/A Chief Judge

Lewis-Jay:Porter 01865394
C/O Lynaugh Unit
1098 South Highway 2037
Ft. Stockton, Texas
[79735]

in Propria Personam

-VS-

STATE OF TEXAS
D/B/A Carrie Gilcrease
101 West Main Street Ste. 250
Nacogdoches, Texas [75961]

Cause No:

9.17075 RC/KFG

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MAY - 8 2017
BY
DEPUTY

28 USC 1331
48 CFR CH.1, 53, 228

INDEX

- I. SPECIAL NOTICE TO COURT
- II. INTERNATIONAL COMMERCIAL AFFIDAVIT PRESENTED AS LETTER OF ROGATORY
- III. IDENTIFICATION OF MOVING PARTY
- IV. STATUS OF SECURED PARTY
- V. STATEMENT OF ISSUES
- VI. NOTICE OF VOIDED JUDGEMENT
- VII. RESCIND OF SIGNATURE
- VIII. APPONTMENT OF TRUSTEE
- IX. CAVET
- X. JUDICIAL NOTICE
- XI. RELIEF SOUGHT & CONCLUSION
- XII. NOTICE OF APPOINTMENT OF TRUSTEE

SPECIAL NOTICE TO THE COURT

Lewis-Jay:Porter©, Sui Juris, is now giving FULL NOTICE OF DISCLOSURE as to my formal request to the United States District Court, Eastern District of Texas, Lufkin Division, MY “SPECIAL VISITATION” made by absolute ministerial right to the UNITED STATES FEDERAL Court pursuant to Rule 8(E) of the Rules of Practice and Procedure as a “Restricted Appearance.”

Comes Now, the defendant Lewis-Jay:Porter, State *recorded case of County of Nacogdoches*, a real flesh and blood man/woman, a State Citizen and Inhabitant of the County of Nacogdoches, Texas, by SPECIAL VISITATION In Propria Personam, not general to present this, his Notice and Demand for written proof (verified and demonstrated evidence) of jurisdiction over His Proper Person and over the subject matter in the entitled cause as known as F118957.

Such Written proof must be filed in the official Court Record for this cause, and it must also be properly served on the Accused at the lawful mailing location shown at the upper-left-hand corner of this Notice and Demand for Proof of Jurisdiction, in order to be valid and acceptable. The Accused explicitly reserves his fundamental Right to rebut and and all allegations stated in the required written proof of jurisdiction.

Such written proof shall be accompanied by a sworn affidavit signed under penalty of perjury in accordance to the LAWS of the united States of America and the State of Texas to be true, correct, complete and first-hand knowledge. Said affidavit is to be sealed by the individuals Christian name signature, knowingly, willingly and intelligently.

“The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings” (Hagan v. Lavine, 415 US 533). “Therefore, it is necessary that the record present the fact that establishing the jurisdiction of the tribunal” (Lowe V. Alexander, 15 C 296, People v. Board of S.F. Fire Dept. 14 C 479). As the LAW requires such proof to appear on the official record this Citizen of the State of Texas Demands the State of Texas and its Agencies/Agents to produce lawful and legal proof (verified and demonstrated evidence) to its alleged jurisdiction over this Private Citizen, Lewis-Jay:Porter ©, Sui Juris.

Where jurisdiction is denied and squarely challenged, jurisdiction cannot be assumed to exist “Sub silentio,” but, must be proven, Hagan V. Lavine, 415 US 528, 533 n.5; Monell v. NY., 436 US 633. Mere “good faith” assertions of power and authority (jurisdiction) have been abolished, Owen v. Indiana, 445 US 622; Butz v. Economou, 438 US 478; Bivens v. 6 Unknown Agents, 403 US 388. “A court cannot confer jurisdiction where none exists and cannot make a void proceeding valid. It is a clear and well established law that a void order can be challenged in any court, OLD WAYNE MUT. L. Assoc. v McDonough, 204 US 8, 27 S. Ct. 236 (1907).

Therefore, it is outside of any court discretion to lay claim as to any Rule 12(b). Failure to State a Claim to Which Relief Can Be Granted Can Be Granted decision as said decision would, in fact, be outside the jurisdiction of any court. “A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance,”

Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. Ed 1666, 67 S. Ct. 1409.

Any "... departure by a court from those recognized and established requirements of law however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, in an excess of jurisdiction," *Wuest v. Wuest*, 127 P2d 934, 937.

Furthermore, there is a clear distinction between an individual and a corporation, and that the latter has the right to stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as exists by the law of the land as long antecedent to the organization of the State, and can only be taken away from him by due process of law, and in accordance with the constitution. He owes nothing to the public so long as he does not trespass upon their rights, *Hale v. Henkel*, 201 US 43.

If you allege that this common-law constitutional entity is subject to some statute, rule, or regulation or if you should allege that this common-law constitutional entity owes some obligation, debt, duty, fee or fine, please state what jurisdiction the statutory agency you represent has jurisdiction over this common-law constitutional entity. **Further, for any and all statute(s), rule(s), regulation(s) alleged to have authority or power over this common-law entity, please produce the Signed and Sealed Certificate of Statute by the Supreme Court giving and agency/agent the authority and power to enforce said statute, rule or regulation.** Please take cognizance of the following court rulings:

- (a) The law provides that once the State and Federal jurisdiction has been challenged, it must be proven." *Main v. Thiboutot*, 100 S. Ct. 2502 (1980);
- (b) "Once jurisdiction is challenged, it must be proven." *Hagan v. Lavine*, 415 US 533;
- (c) "Where there is absence of jurisdiction, all administrative and judicial proceedings are a nullity and confer no right, offer no protection and afford no jurisdiction, and may be rejected upon direct attack." *Thompson v. Tolmie*, 2 Pet 157, 7 L. Ed 381, *Griffith v. Fraizer*, 8 Cr. 9, 3 L. Ed 471;
- (d) "No sanctions can be imposed absent proof of jurisdiction." *Standard v. Olsen*, 74 S.Ct. 768, Title 5 U.S.C. Sec. 556 and 558(b);
- (e) "The proponent of the rule has burden of proof." Title 5 U.S.C. Sec. 556(d);
- (f) "Jurisdiction can be challenged at any time, even on final determination." *Basso v. Utah Power & Light Co.*, 495 2nd 906 at 910.

Let it be known, until such a time as written proof of jurisdiction is demonstrated and filed in the Court of Record of this case, the Accused shall be entitled to the conclusive presumption that lawful jurisdiction is lacking In Personam and In Rem. Let this statement serve as Constructive Notice that this common-law constitutional entity, in the eyes of the Law, intends to prosecute to the fullest extent of the Law anyone who infringes its rights as **"officers of the court have no immunity,"** when violating a constitutional right, from liability, for they are deemed to know the law," *Owen v. City of Independence*, 448 US 1, 100 S. Ct. 2502; *Hafer v. Melo*, 502 US 21. Furthermore, upon determination of this court that jurisdiction did and is, in fact lacking in the cause in question, any act (or future acts) of detention, arrest, incarceration, or physical harm to Lewis-Jay:Porter ©, Sui Juris, a real flesh and blood State Citizen is assigned the minimum monetary values as pre precedent established by *Trezevant v. City of Tampa*, 741 D. 2d 336 (1984), where the court awarded \$25,000 per 23 minute period, i.e. \$65,217.91 per hour, plus punitive damages in the amount decided solely by Lewis-Jay:Porter ©, Sui Juris, Secured Party.

The Secured Party shall pursue damages for injuries via his administrative process and procedures according to the Common Laws of the Land.

International Commercial Affidavit Presented AS/UNDER LETTER ROGATORY

THIS NOTICE under Letter Rogatory, is in support of the International Commercial Instrument, private Agreement(s) and filed W-8BEN and Executed hereunder as Lawful "PUBLIC NOTICE" UCC §1-201(25) (27). This affidavit is executed under the penalty of perjury; in nature of 28 USC §1746 (1) expressly without UNITED STATES, i.e. 28 USC §3002 (15) (a); UCC §9-307 (8); U.S.C.A. Const. Art.1:8:17-18, Administered by a commissioned officer(s). This is also my Lawful Notice that all such signatures of mine in the future, with such government or otherwise-adhesion sources, are to be considered as "TDC" [Threat, Duress and Coercion] and/or "without prejudice," whether appearing therewith or otherwise, including banks, licenses, etc. So is it, respectfully demanding that my Constitutional "Privileges and Immunities" (Article 4:2) are apart from Article 1:8:17-18's Washington D.C., and shall not by Law be violated ever.

The Secured Party Lewis-Jay:Porter, signatory herein is executing this instrument, under signature, expressly to declare his status as a Non-Resident-Alien in regards to U.S. INC;(ID) "with no duress", in accord to the terms aforementioned private agreement (See U.S.C.A. Const. Art. 1:18:1). **Therefore, I the Secured Party Lewis-Jay:Porter duly deposes and says without recourse that the foregoing is true, correct, complete and certain. All Subject-Matter within my International Security Agreement; Private Agreement(s) and specifically filed W-8BEN as public record, supported by this Affidavit, executed this 4th day of May, 2017, nunc pro tunc Federal Rule 15c to 1st day of July, 1994, nunc pro tunc, the Secured Party's Eighteenth Birthday.**

Lewis-Jay: Porter

Lewis-Jay:Porter

Affiant & Real Property In Interest UCC §1-202;

All Rights Explicitly Reserved Without Any Recourse & Without Prejudice

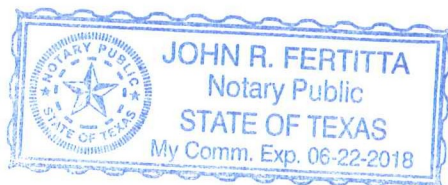
Status as a Non-Resident Alien, Fed. R. Evid. 902 (3)

As a Matter of Substantial Law

***** Republic***** Supp.... FRCP. 8E; FRCP 9 (H)

Without the united States INC. UCC § 9-307 (h)

John R. Fertitta
Notary Public



IDENTIFICATION OF MOVING PARTY

BY "SPECIAL VISITATION", I, Lewis-J, Sui Juris of the Porter family am the Movant [hereinafter] referred to as Secured Party/Plaintiff.

Secured Party/Plaintiff is a natural born, free, living, breathing, flesh and blood human with **sentient and moral existence, a real man/woman upon the soil, a juris et de jure, also know as a** Secured Party and an inhabitant, not a United States Citizen [See Filed Filing Exhibits]. Secured Party/Plaintiff is not a subject of, or to, the Texas State Constitution or the United States Constitution, its Ordinances, Statutes, Codes, or Regulations; or subject of, or to, Executive, Legislative, nor Judicial Jurisdiction of its actor(s), agent(s), officer(s), employee(s), or elected officials of Government, **as defined as Corporate.**

STATUS OF SECURED PARTY

SECURED PARTY is currently being held against his will in the location of the DEPARTMENT OF CORRECTIONS pursuant to an unconstitutional judgment.

Secured Party is also a Secured Party/Creditor to LEWIS JAY PORTER [DEBTOR] or any variations or derivatives thereof or therefrom, in any form [See UCC-1 Filing(s)].

Secured Party is Holder-In-Due-Course by recorded Security Agreement, and **holds a Superior Priority Claim** over LEWIS JAY PORTER [DEBTOR], in any form.

Secured Party is the recorded owner and principal Party-In-Interest of the Trade Name(s) LEWIS JAY PORTER [DEBTOR] or **any variations** thereof or therefrom, in any form.

Secured Party is the record owner and principal Party-In-Interest of the following entitled document(s) and related Nacogdoches County, Nacogdoches, Texas, Cause No: F1118957; "STATE OF TEXAS V. LEWIS JAY PORTER" [SEE FILED UCC-1 STATEMENT AND JUDGEMENT SENTENCING].

STATE OF ISSUES

1. Petitioner tendered payment and a private administrative remedy to the named Respondent pursuant to the Administrative Procedures Act, which were served upon Respondent by an impartial third party witness, requesting that case no: F1118957 be set off, settled and closed, and the Respondent obtained a court order for his release from custody and all conditions of supervision released, as the matter had been discharged; and in the alternative, upon the Respondent's failure to do so, the Petitioner requested the Respondent to provide proof of claim of the court's jurisdiction.
2. Petitioner filed in the commercial registry (UCC file # 40000136539990) under Initial Financing Statement and Trust # # 40000136539990, filed at the TEXAS Secretary of State Office a LEGAL NOTICE AND DEMAND where the State of TEXAS and its Agencies/Agents agreed "... the undersigned Secured Party is **not** a citizen within; surety for; subject of; and does not owe allegiance, fealty, bond, undertaking, obligation, duty, tax, impost, or tribute to Including the "STATE OF TEXAS by whatever name it may currently be known or hereafter named (exclusively of the "State of Texas," i.e. "Republic of Texas") and the like. **Now having been filed nunc pro tunc and made a matter of public record.**"
3. Respondent(s) agree that his default, which was by his choice, would comprise his agreement with all the terms of this trust contract and his waiver of all rights of recourse, appeal, objection, protest, claim, or controversy having had opportunity and failed to plead.

4. Since the above matters have been agreed upon, and the conditions of the contract have been stipulated, **there is no longer a controversy before the court.** The above mentioned stayed in tacit admission throughout all Notices.

NOTICE OF VOID JUDGMENT

1. In anticipation of the respondent's objections, which he/she has waived the right to bring up, petitioner conditionally accepts the respondent's failure to credit the defendant's account and obtain an order for his release UPON PROOF OF CLAIM that the tender of the payment did not discharge the obligation pursuant to law, and proof of claim that his failure to timely point out a defect in the instruments does not lawfully serve as a waiver for the right to do so now.
2. In anticipation of the respondent's objections, which he/she has waived the right to bring up. Petitioner conditionally accepts the respondents claim that he did not contract with the Petitioner upon proof of claim that pursuant to laws of contract Petitioner did not have the right to reasonable reliance upon the respondents apparent intent as portrayed by his conduct, and UPON PROOF OF CLAIM that in deciding whether a person agreed to a contract, the law DOES NOT gage intent objectively, that is, it DOES NOT evaluate the person's overt acts, words and conduct to decide whether they reasonably signified an intent to enter the transaction.
3. Upon anticipation of the respondents' objections, which he/she has waived the right to make, the petitioner conditionally accepts respondents claim that he had no obligation to rebut any of the allegations presented to him, UPON PROOF OF CLAIM of the following:
 - a) That a void judgment cannot be challenged at any time;
 - b) That a void judgment cannot be challenged collaterally via a private administrative process;
 - c) That it is **NOT** the prosecutors' duty and obligation to provide ALL the facts that establish the courts jurisdiction, and place them upon the record – even in a collateral attack against jurisdiction; and
 - d) That the Respondent DOES NOT have an oath of office to uphold the constitutions, which includes due process of law and equal protection under the law; and that his oath **does not** require him to correct any constitutional and due process violations.

In order for any government agency, subsidiary, or law to be applied to an individual American Citizen, it must be provided or assumed that the government has jurisdiction in the matter over that particular individual for that time. Specifically, before an individual can be charged and convicted with a crime, the government official or agency must prove jurisdiction.

The Court must be one of competent jurisdiction. To have valid due process, the tribunal must be a creature of its constitution, in accord with the law of its creation, i.e. (article III judge). Without the limiting factor of a court of competent jurisdiction, all citizens would be in jeopardy of loss of liberty being imposed at any bureaucrat's eithin. It is conceivable that the procedure could devolve to one in which the accuser, the trier of facts, and the executioner would be one in the same.

All government actors operate in a fiduciary/trustee capacity in particular, and in specific, in a courtroom situation, the case itself is a trust. The prosecutor is the executor/trustee of the trust; named the defendant, which is always a fictional entity name in all capital letters, is the trust itself. The only courts which the public has access to today are legislative/administrative courts.

which enforce codes and statutes that only apply to corporations or other fictional entities, because the Sovereign (the people upon whom the sovereignty rest in this nation), are not named in the codes, and therefore, are not subject to the codes. **These Courts have no jurisdiction over living men.** When the judge and the prosecutor use deceit and trickery to cause the living man to believe he is actually the defendant, **those public officials breached their fiduciary duties, and breached their contract (oath of office) with the public, and are subject to legal actions.**

JURISDICTION

Jurisdiction, once challenged, is to be proven, not by the Courts, but **by the party attempting and/or has asserted jurisdiction.** The burden of proof of jurisdiction lies within the asserter. The Courts {D/B/A Carrie Gilcrease and/or his/her successor} has had time and two (2) different chances to respond, but has gone silent and thus refusing to answer the CAVF stating violation(s) of accused [See Exhibit's A-C].

Any "... departure by a court from those recognized and established requirements of law however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction." **Wuest v Wuest, 127 P2d 934, 937.** Furthermore, there is a clear distinction **between an individual and a corporation,** and that the former has the right to stand upon his constitutional rights as a citizen. He is entitled to carry his private business in his own way. His power to contract is unlimited. He owes no duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as exists by the law of the land long antecedent to the organization of the State, and can only be taken away from him.

Therefore, and before you try, it is **outside of any courts discretion to lay claim as to any rule 12(b)(6) "Failure to State a Claim to which relief can be granted" decision as said decision would, in fact, be outside the jurisdiction of any court. "Court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have authority to decide that question in the first instance" [Rescue Army v Municipal Court of Los Angeles, 171 P2d 8; 331 US 549; 91 L. Ed. 1666, 67 S. Ct. 1409].**

RESCIND OF SIGNATURES

Beneficiary hereby revokes, rescinds and cancels ANY AND ALL signatures, and cancels any and all silent or assumed powers of attorney of any parties, known or unknown contracts conferring trusteeship causing the Beneficiary to be placed as a trustee to the Trust. Beneficiary

has given unto the Administrative Trustees POWER OF ATTORNEY OF LIMITED FIDUCIARY DUTY of that political subdivisions office, such power of attorney is only limited "TO" when such claims or allegations are made against the trust for an injury.

**APPOINTMENT OF TRUSTEE
NOTICE OF FIDUCIARY TRUSTEESHIP DUTY
LIMITED FIDUCIARY TRUSTEESHIP CONTRACT**

This appointment cannot be rejected because appointees are already trustees; this is just a formality.

I, Lewis-Jay:Porter ©, as Grantor and Sole Beneficiary of the LEWIS JAY PORTER©, *C'estui Que Vie Trust*, a documented vessel under United States registry, otherwise described as LEWIS JAY PORTER ©, or any alphabetical or numerical variation thereof, a.k.a. (Debtor), make the following declarations.

Beneficiary hereby revokes, rescinds and cancels any and all signatures, and cancels any and all silent or assumed powers of attorney of any parties, known or unknown contracts conferring trusteeship causing the Beneficiary to be placed as a trustee to the Trust.

Beneficiary has given unto the Administrative Trustees POWER OF ATTORNEY OF LIMITED FIDUCIARY TRUSTEESHIP DUTY of that political subdivision as they have assumed the title of sovereign to hold that political subdivision office. Such power of attorney is limited "To" when such claims or allegations are made against the trust for an injury.

All government actors operate in a fiduciary/trustee capacity in particular, and in specific, in a courtroom situation, the court case itself is a trust. The prosecutor is the executor/trustee of the trust; the named defendant, which is always a fictional entity named in all CAPITAL LETTERS, is the trust itself. The living man is the grantor/sole beneficiary of the all capital letter fictional entity/trust. The only courts which the public has access to today are legislative/administrative courts which enforce codes and statutes, which codes and statutes only apply to corporations or other fictional entities, because the Sovereigns (the people upon whom Sovereignty rests in this nation) are not named in the codes and statutes, and therefore, are not subject to them. **These courts have no jurisdiction over the living man.** When the judge

and the prosecutor use deceit and trickery to cause the Living Man to believe he is actually the defendant, **those public officers have breached their fiduciary duties, and breached their contract with the public, and are subject to legal action without any form of immunity.** Upon entry of public office, the public officers named or otherwise identified herein agreed to such contract under TITLE 28>PART V>CHAPTER 115>§1746. **Unknown declarations under penalty of perjury, USAM TITLE 9 Criminal Resource Manual 1760 Perjury Cases & Title 22 CFR FOREIGN RELATIONS 92.18 Oaths and Affirmations defined.** Once trustees assume the duty to public offices they now become a trustee and accepted limited trusteeship to the people of that National State. As there is a Quasi Contract/Constructive Contract to hold that public office in good faith, said trustees need not to be notified or reminded of their Quasi Contract/Constructive Contract obligation when called upon by the Beneficiary to step into such trusteeship in behalf of the Beneficiary as it would be one from their Administrative Offices that would cause said Trust to be called into question. Any refusal of any Administrative Trustee to accept limited Trusteeship over said Trust upon the request of the Beneficiary would cancel any and all claims or allegations of perjury made by any administrative party.

If for any reason a Licensed Practitioner, whether named or unnamed herein, is required to represent the Beneficiary, said Practitioner takes on the role of Trusteeship and therefore takes on full responsibility of debt and liability of such actions, releasing the Beneficiary of any and all claims and damages. Said Practitioner also is required to come under TITLE 28>PART V>CHAPTER 115>§1746. Unsworn declarations under penalty of perjury, USAM TITLE 9 Criminal Resource Manual 1760 Perjury Cases & Title 22 CFR FOREIGN RELATIONS 92.18 Oaths and Affirmations defined, upon entry of said public service to the court.

Although the persons identified herein already hold a fiduciary trusteeship, I find it necessary to point this out to them because they have heretofore ignored their lawful fiduciary duties, and are Acting/have Acted in blatant disregard of those duties. Therefore, I, Lewis-J of the Porter Beneficiary, do hereby **appoint the Prosecutor D/B/A Carrie Gilcrease and/or his successor(s), as the principal Fiduciary Trustee, as well as any of his/her assistants,** as co-Trustee for any judicial or administrative matter in which the LEWIS JAY PORTER *Cestui Que Vie Trust* may be involved, past, present and future, and specifically for the “Case No: F1118957”, and I specifically appoint the Co-Trustee(s) to settle and close the matter of any and all bonds, warrants, securities, hypothecations and related Instruments. (hereinafter Accounts/Cases) to date of inception, zeroing the account. Whereas, said fiduciary trustees responsibilities are to exercise scrupulous good faith and candor towards, and for the benefit and behalf of LEWIS JAY PORTER.

Grantor and Sole Beneficiary of the LEWIS JAY PORTER © *Cestui Que Vie Trust*, the exclusive and limited purpose of accepting and receiving all liabilities, accepting and receiving all service of process and other documents, instruments, bonds or other important papers, to appear and discharge, settle and close all matters material to said Trust, the same shall be by order of LEWIS JAY PORTER ©.

Grantor and Sole Beneficiary of the LEWIS JAY PORTER © *Cestui Que Vie Trust*, or other delegated appointee of LEWIS JAY PORTER, including assignments for or on behalf of the principal Lewis-Jay:Porter, and to do all other acts requisite to faithfully execute said appointment, fully, faithfully, specifically under this appointment.

The trustees assume all responsibility of any debt and liability for said Trust. Said Trustees assume all contractual agreements when the Trust comes into question by one of their

Administrative Officers who would make claims or allegations of an injury caused by such Trust. Said Trustees assume full responsibility of debt and liabilities of all hidden power of attorney agreement(s) created from the certificate of Birth or by any other account number given to such Trust by the FEDERAL UNITED STATES as a contract that would be given to that of a UNITED STATES citizen.

Carrie Gilcrease and/or his/her successors, as Fiduciary Heir, speculation with Trust funds is prohibited in the doctrine of Fiduciary obligation and thereby presents firm guide to you. The pre-emergence characteristic of speculating, by assuming use of public debt, is a breach of the public trust. In my Acceptance of Public Office of said Respondent(s) STATE OF TEXAS Cause No: F1118957 (accounts), which has been given value and are Exempt from Levy. **I request adjustment to the accounts to zero and the release of all proceeds, products, accounts, any/all fixtures and/or instruments, bonds and order them to be sent to the Secured Party. In that, no one is registered in the local chamber/community to operate against this flesh and blood human in commerce.**

As the administer of the criminal bonds, you know that all interactions between people (persons) are commercial undertaking based on on Commercial law (contracts), to include any legal proceedings. With this in mind, even any type of legal action, which the corporate individual Carrie Gilcrease, and/or his/her Successors, causing the action or sign the order of cause(s), must register their claim(s) in the Commercial Registry, or said individual using an assumed tax exemption of the **CORPORATE DEBTOR, LEWIS JAY PORTER, that is named as the defendant thereby causing fraud.**

CAVEAT

Carrie Gilcrease, and/or his/her successors, in his/her individual capacity as well as his/her appointed capacity has had every opportunity to respond to the Proof of Claim instrument(s) that were addressed and sent to him/her by Certified Mail, [See Exhibits]. For the Court Record, Carrie Gilcrease, and/or his/her successors, must comply with the Proof of Claim answering each question that has been presented by Affidavit Form and sent back to the Court. The verified petition set forth certain fact(s), made inquiries, and provided proposed answer to the inquiries for the official record. Petitioner provided notices to the Respondent(s) that any failure to answer would be accepted to assent to all claimed facts and answers to inquiries, STARE DECISIS, by Tacit Procuration. As of operation of Law, Respondent(s) are in DEFAULT, admit fault, and assent to all verified claims and answers to injuries provided in Petitioners Petition by tacit procuration. The Collateral being held in trust, in the Department of Corrections shall be released based on the facts and upon the evidence that has been obtained, for the use of and to obtain the Order for Release by the State entities that shall be utilized to assure the release of said collateral, as the court has no jurisdiction over the living human flesh and blood. **If release of property is not agreed to within 72 Hours [Regulation Z grace] then a hearing to appoint the Trustee doing business as Carrie Gilcrease and/or his/her successor(s) but not limited to appointment of any/all judge(s), Agent(s) or Appointed Counsel(s) as Co-Trustee.** From the time Carrie Gilcrease and/or his/her successors and Appointed Judge(s) accepted membership to the STATE BAR OF TEXAS, his/her citizenship is voided accepting the "honour" incapable of holding any office and/or trust for profit. Having Sworn an Oath to a foreign power, their lawful status is that of Alien(s) as articulated in Title 8 U.S.C.A. Sec. 1101 (a)(3). It has been confirmed by the people in Congress that the officials are hiding behind their

FOREIGN SOVEREIGN IMMUNITY ACT. This can be validated under **RULE 4 J of the Federal Rules of Civil Procedures** that **ALL OF THE OFFICIALS IN THIS COUNTRY ARE ACTING UNDER A FOREIGN STATE. THEY ARE OPERATING OUTSIDE THE JURISDICTION OF THE UNITED STATES. NO CITY OR COUNTY CAN HEAR ANY CASES DEALING WITH CORPORATIONS**, and then the lower courts have jurisdiction over we the people.

JUDICIAL NOTICE

Comes Now, the United States (hereinafter "Intervenor" ex relatione Lewis-Jay:Porter ©, Citizen of ONE OF the United States of America (hereinafter "Relator") and hereby seeks to place upon the record in this Court of his/her **Judicial Notice** in the above called/styled/titled civil action for reasons set out herein below, and shows the Court as follows: **ALL PARTIES ARE HEREBY NOTICED:**

Alleged Defendants in the above called/styled/titled civil action File #F11189857 bring this **Judicial Notice** to cause the court **to take Judicial Notice** of the following:

Therefore, I, Lewis-J of the Porter family Beneficiary, do hereby **appoint the Prosecutor Carrie Gilcrease, and/or his/her successor(s) as the principal Fiduciary Trustee(s), as well as any of his assistants**, as Co-Trustees for any judicial or administrative matter in which the **LEWIS JAY PORTER Cestui Qui Vie Trust** may be involved, past, present and future, and specifically the Case No: F1118957, and I specifically appoint the Co-Trustee(s) to settle and close the matter of any and all bonds, warrants, securities, hypothecations and related instruments, (hereinafter Accounts/Cases) to date of inception, zeroing the account. Whereas, said fiduciary trustee(s) responsibilities are to exercise scrupulous good faith and candor towards, and for the benefit and on behalf LEWIS JAY PORTER.

FOR DEPOSIT¹ PURSUANT TO 48 Civil Federal Rules²

- 1) Black's Law Dictionary 8th edition page 471 "Deposit" 3.5 under civil law [Cases: Bailment 2 C.J.S. Bailments §§ 5, 14, 16-19]. Also [1 C.J.S. Bailment §§ 2-13,15,19.22-24,31].
- 2) Reference:

RELIEF SOUGHT & CONCLUSION

Carrie Gilcrease, and/or his/her successors, representing the Court D/B/A Texas knowingly and willingly, allow the STATE OF TEXAS to proceed against the Secured Party, committing a malfeasance of justice, through negligence and/or inadvertence to secure and present the Proper Parties, e.g. "THE STATE OF TEXAS" serve proper service of process on presentment or indictment of a duly constituted Grand Jury, contrary to both State and Federal Constitutions. This Court did, in fact, "charge" **LEWIS JAY PORTER**, a DEBTOR (hereinafter and in any context relating to any action "debtor"), a governmentality created fiction, existing for Commercial purposes only, existing in contemplation of Law, and non-existent. This Secured Party is the Holder-In-Due-Course and has established an un-rebuttable Superior Claim over that of the STATE OF TEXAS concerning the Debtor. Furthermore, the STATE OF TEXAS cannot state a claim against DEBTOR **LEWIS JAY PORTER**.

It is well within this COURT'S discretion to Order the following requests for relief:

1. That the 145th Judicial District Court, Nacogdoches County, Cause No: F1118957 be vacated for want/lack of Subject Matter Jurisdiction and Dismiss with Prejudice;
2. That the Secured Party, Lewis-Jay:Porter © be DISCHARGED from the custody of any/all STATE OF TEXAS AGENCIES;
3. That Carrie Gilcrease, and/or his/her successors, must prove and provide on the record that he/she had either jurisdiction or any Law that can supersede the Holder-In-Due-Course Priority Claim. If Carrie Gilcrease, and/or his/her successors, state any Law, please have him/her for the record show any/all Certificates of Statutes related to those Laws he may use;
4. That Carrie Gilcrease, and/or his/her successors, must prove and provide said proof on the record that he/she or the Court had lawful jurisdiction over the Living Man/Secured Party Lewis-Jay: Porter;
5. If Carrie Gilcrease, and/or his/her successors, cannot provide any of the above, Secured Party Lewis-Jay: Porter requests a Hearing to appoint Carrie Gilcrease and/or his/her successors, as Trustee(s) of **LEWIS JAY PORTER** and the Secured Party Lewis-Jay:Porter be released/discharged from **any and all** obligations owed to the STATE OF TEXAS.

Executed by my own hand this 4th day of May, of the year 2017.

Lewis-Jay:Porter©

Lewis-Jay:Porter ©, In Propria Personam
Trade Name Owner, Holder-In-Due-Course
Secured Party Creditor Lewis-Jay:Porter

Certificate of Service

I, Lewis-Jay:Porter, have/has served the following via U.S. Mail as follows:

United States District Court,
Eastern District of Texas,
Lufkin Division
Attn: David O'Toole Clerk
104 N 3rd St, Lufkin, TX [75901]

Carrie Gilcrease
101 West Main Street Ste. 250
Nacogdoches, Texas [75961]

On this 4th day of May of the year 2017.

Lewis-Jay:Porter ©
Lewis-Jay:Porter ©

EXHIBIT "A"

CAFV CASE NO: 07011976-1

CERTIFIED MAIL NO: [SEE ATTACHED]

7016 2140 00004903 0243

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attn: Carrie Gilcrease (or current successor)
 D.B.A. PROSECUTING ~~OR POST~~ *Attorney*
 101 West Main Street
 Suite 220
 Nacogdoches, TX 75961



9590 9402 2306 6225 1463 35

2. Article Number (Transfer from service label)

7016 2140 0000 4903 0243

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Sherry C. [Signature]

12/13/16

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input checked="" type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Mail Restricted Delivery (1) | |

EXHIBIT "B"
NOTICE OF FAULT AND OPPORTUNITY TO CURE
CERTIFIED MAIL NO: [SEE ATTCHED]

7016 2140 0000 4903 0786

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attn: Carrie Gilcrease (or current successor)
 D.B.A. PROSECUTING ATTORNEY
 101 West Main Street
 Suite 220
 Nacogdoches, TX 75961



9590 9402 2306 6225 1455 50

2. ZIP+4® (Transfer from service label)

7016 2140 0000 4903 0786

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Sherry C. Cagle

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9/21/17

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☒ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

EXHIBIT "C"
PETITION FOR REDRESS OF GRIEVANCES IN THE NATURE OF A
PRIVATE INTERNATIONAL ADMINISTRATIVE REMEDY
CERTIFIED MAIL NO: [SEE ATTACHED]

7016 2140 0000 4903 6481

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, front if space permits.

1. Article Addressed to:

Attn: Carrie Gilcrease (or current successor)
 D.B.A. PROSECUTING TRUST
 101 West Main Street
 Suite 220
 Nacogdoches, TX 75961



9590 9402 2305 6225 4677 52

2. Article Number (Transfer from service label)

7016 2140 0000 4903 6481

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

B. Received by (Printed Name)

☐ Agent☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input checked="" type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (0) | |

EXHIBIT "D"
FILED STAMP COPY OF UCC-1



Mark Martin

Arkansas Secretary of State
Business and Commercial Services Division

UCC Transmitting Utility - Initial

Date Filed:10/6/2016 10:00 AM

Page(s):12

Filing ID :40000136539990

Document ID :7830318001

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> <p>Lewis- Jay: Porter c/o 15006 United State Highway 259 South Mount Enterprise, Texas [75681] Non-Domestic / Non-Assumpsit</p> </div>

Fi
Re

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME LEWIS JAY PORTER TRUST [®]	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	CITY DOUGLASS			STATE TX	POSTAL CODE 75943
1c. MAILING ADDRESS 1593 CNTY RD 780	COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME LEWIS JAY PORTER; NON-ADVERSE; NON-BELLIGERENT; NON-COMBATANT PRIVATE FOUNDATION	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	CITY DOUGLASS			STATE TX	POSTAL CODE 75943
2c. MAILING ADDRESS 1593 CNTY RD 780	COUNTRY USA				

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME Porter	CITY Mount Enterprise			STATE Texas	POSTAL CODE [75681]
3c. MAILING ADDRESS c/o 15006 United State Highway 259 South	COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:

This is the entry of collateral by Trustee/Secured Party on behalf of the Trust/Estate; LEWIS JAY PORTER TRUST[®] in the Commercial Chamber under necessity to secure the rights, title(s), interest and value therefrom, in and of the Root of Title from inception, as well as all property held in trust including but not limited to DNA, cDNA, cell lines, retina scans, fingerprints and all Debentures, Indentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditaments, res, the energy and all products derived therefrom nunc pro tunc, contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' Ens legis/Trust/Estate described as the debtor and all property is accepted for value and is Exempt from levy. Lien places on debtor entities is for all outstanding property still owed but not yet returned to trust from entities such as municipalities, governments and the like, not on trust entity itself. Trustee is not surety to any account by explicit reservation/indemnification. The following property is hereby registered and lien in the same: All Certificates of Birth Document 142-76-128486/QA08401506, SSN/UCC Contract Trust Account-prepaid account Number: 451-51-6997; Exemption Identification Number: 451516997, is herein lien and claimed at a sum certain \$100,000,000.00, also registered: Security Agreement No. 07011976-LJP-SA, Hold Harmless & Indemnity Agreement No. 07011976-LJP-HHIA, Copyright under item no.: 07011976-LJP-CLC Adjustment of this filing is in accord with both public policy and the national Uniform Commercial Code. Trustee/Secured Party, Lewis- Jay: Porter, is living flesh and blood sojourning upon the soil of the land known as Texas, and not within fictional boundaries, territories nor jurisdiction of any fictional entity including fictional Federal geometric plane(s). Trespass by any agent(s) foreign or domestic, by such in any scheme or artifice to defraud. Full reverence and by ALL AGENTS and Comorations is unambiguously demanded and required. Culpa est immiscere se rei ad se non pertinenti. All property currently held

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☒ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☒ Bailor/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Date: 9-7-16

Signature: Lewis-Jay: Porter

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

8a. ORGANIZATION'S NAME

LEWIS JAY PORTER TRUST®

OR

8b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

are outstanding belongs to the Trust administered by Trustee/Secured Party, Title 46 USC 31343 and Article 1 and 5 of the International Convention on Maritime Liens and Mortgages 1993, Held at the Palais Des Nations, Geneva, From April 19 to May 5, 1992 United Nations (UN). This Maritime Lien is under safe harbor and sinking funds provisions through the prescription of Law of Necessity and the doctrines of unconscionably and La Mort Saisit Le Vif in accordance with Applicable Law, Cardinal Orders, Ordinal Orders, and Commercial Standards.

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 18 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

HOLD HARMLESS AND INDEMNITY AGREEMENT

Non-Negotiable - Private Between the Parties:

DEBTOR:

LEWIS JAY PORTER TRUST[®]

1593 CNTY RD 780

DOUGLASS, TX 75943

...and all derivatives and variations in the spelling of said name.

TRUSTEE/SECURED PARTY:

Lewis-Jay: Porter

c/o 15006 United State Highway 259 South

Mount Enterprise, Texas [75681]

united states of America

TRUSTS Identifying Numbers: 451-51-6997, 142-76-128486/QA08401506 and any hereinafter named in trust minutes.

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into this Day Dated below between the juristic person: "LEWIS JAY PORTER TRUST[®]" and any and all derivatives and variations in the spelling of said name hereinafter jointly and severally "TRUST", except, Lewis-Jay: Porter, the living, breathing, flesh-and-blood man, known by the distinctive appellation Lewis-Jay: Porter hereinafter "Trustee".

For valuable consideration TRUST hereby expressly agrees and covenants, without benefit of discussion, and without division, that TRUST holds harmless and undertakes the indemnification of Trustees from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, TRUST for any reason, purpose, and cause whatsoever. TRUST does hereby and herewith expressly covenant and agree that Trustees shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for TRUST.

Defined: Glossary of Terms

All of the STANDARD TERMS AND CONDITIONS as set forth in "ATTACHMENTS 'A' - DEFINITIONS"
Document Item Number: 07011976-LJP-AA apply hereto, non obstante.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural. Trustee accepts TRUST'S signature in accord with UCC §§ 1-201(39), 3-401(b), 3-419.

LEWIS JAY PORTER TRUST[®]

LEWIS JAY PORTER TRUST[®]

TRUST's Signature, Copyright 1994.

Lewis-Jay: Porter

Lewis-Jay: Porter - Trustee/Secured Party's Signature,
Authorized Representative. All Rights Reserved,
Without Prejudice/Without Recourse

JURAT

County of Adams)

) Scilicet

Colorado State)

SUBSCRIBED AND SWORN TO before me this 7th day of September A.D. 2016.

Notary Public Signature

My Commission Expires Nov 10, 2017

Seal

Form **56**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Notice Concerning Fiduciary Relationship

(Internal Revenue Code sections 6036 and 6903)

OMB No. 1545-0013

Part I Identification

Name of person for whom you are acting (as shown on the tax return) LEWIS JAY PORTER TRUST[®]	Identifying number	Decedent's social security no.
Address of person for whom you are acting (number, street, and room or suite no.) 1593 CNTY RD 780		
City or town, state, and ZIP code (If a foreign address, see instructions.) DOUGLASS, TX 75943		
Fiduciary's name Jacob Lew, et al D.B.A. SECRETARY OF TREASURY (UNITED STATES)		
Address of fiduciary (number, street, and room or suite no.) 1500 PENNSYLVANIA AVENUE, NORTH WEST		
City or town, state, and ZIP code WASHINGTON, DISTRICT OF COLUMBIA 20220	Telephone number (optional) (202) 622-2000	

Section A. Authority

1 Authority for fiduciary relationship. Check applicable box:

- a ☐ Court appointment of testate estate (valid will exists)
b ☐ Court appointment of intestate estate (no valid will exists)
c ☐ Court appointment as guardian or conservator
d ☒ Valid trust instrument and amendments
e ☐ Bankruptcy or assignment for the benefit of creditors
f ☐ Other. Describe ►

2a If box 1a or 1b is checked, enter the date of death ►

2b If box 1c–1f is checked, enter the date of appointment, taking office, or assignment or transfer of assets ►

Section B. Nature of Liability and Tax Notices

- 3 Type of taxes (check all that apply): ☐ Income ☐ Gift ☒ Estate ☐ Generation-skipping transfer ☐ Employment
☐ Excise ☐ Other (describe) ►
- 4 Federal tax form number (check all that apply): a ☐ 706 series b ☐ 709 c ☐ 940 d ☐ 941, 943, 944
e ☐ 1040, 1040-A, or 1040-EZ f ☒ 1041 g ☐ 1120 h ☐ Other (list) ►
- 5 If your authority as a fiduciary does not cover all years or tax periods, check here ► ☐
and list the specific years or periods ►
- 6 If the fiduciary listed wants a copy of notices or other written communications (see the instructions) check this box ► ☐
and enter the year(s) or period(s) for the corresponding line 4 item checked. If more than 1 form entered on line 4h, enter the form number.

Complete only if the line 6 box is checked.

If this item is checked:	Enter year(s) or period(s)	If this item is checked:	Enter year(s) or period(s)
4a		4b	
4c		4d	
4e		4f	
4g		4h:	
4h:		4h:	

Form 56 (Rev. 12-2011)

Page 2

Part II Court and Administrative Proceedings

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency)		Date proceeding initiated	
Address of court		Docket number of proceeding	
City or town, state, and ZIP code	Date	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Place of other proceedings

Part III SignatureTRUSTEE On behalf of LEWIS JAY PORTER TRUST^oPlease
Sign
Here

I certify that I have the authority to execute this notice concerning fiduciary relationship on behalf of the taxpayer.

Jacob Lew By appointment of LEWIS JAY PORTER TRUST^o
Fiduciary's signature

United States Secretary of Treasury
Title, if applicable

Date

Form 56 (Rev. 12-2011)

ACTUAL & CONSTRUCTIVE LEGAL NOTICE [U.C.C. §§ 1-201(25)(26)(27)]:

By appointment you Jacob Lew have been chosen to act as fiduciary in re LEWIS JAY PORTER TRUST^o. Please see accompanying Minutes of Trust designating your appointment. If this appointment is outside of your abilities/scope, or you do not choose to take the position please simply return all documentation to the trust within 30 days and we will designate a new appointment.

Otherwise this document will act as PUBLIC NOTICE and will be filed along with related instruments upon the U.C.C. Commercial Registry constituting "Lawful", open, notorious, public notice of the subject-matter executed & presented in good-faith U.C.C. § 1-201(19); U.C.C. § 1-203 to the UNITED STATES, i.e., 28 U.S.C. 3002(15)(A); U.C.C. § 9-307(8); U.S.C.A. Const. Art. 1:8:17-18, by the real party in interest; Trustee/TRUST & Holder-in-Due-Course (**HDC**) of this and all related documents and instruments.

TAKE SPECIAL NOTICE From "Lawful" private Trust Jurisdiction [as defined within, 26 U.S.C. § 7701(a)(31); 8 U.S.C. § 1101(a)(14); 28 U.S.C. § 1603(b)(3)] That entity and man are "Non-Assumpsit"; and "Non-Domestic and Non-Federal" in regards the UNITED STATES and/or any of its "Constituent STATES" incorporated thereof, e.g., inter alia, but not limited to, STATE OF TX STATE OF TENNESSEE, and the like; and also in regards the UNITED NATIONS, as well as to England & Russia... Intent to contract does not validate or give ascent to any contract or waiver of right unless implicitly stated in writing. Noting: within a State in order to That Congress cannot create a trade or business, [i.e., "as defined within 26 U.S.C. § 7701(a)(26),"] tax it; [See: inter alia, License Tax Cases, 72 U.S. 462; 18 L.E. 497 (1866); M'Ilvaine v. Cox's Lessee, 8 U.S. 209; 2 L.E. 598 (1808); and Yick Wo v. Hopkins, 118 U.S. 356, 6 S.Ct 1064 (1886)]. All accounts in relation to 451-51-6997/142-76-128486/QA08401506 or the like Accounts are accepted with Claim [11 U.S.C. § 101(5)] and (Special) Maritime Lien upon all related accounts both general & special and if not currently held are to be transferred and held in LEWIS JAY PORTER TRUST; as defined in TRUST and supporting documentation. Lien will be removed when transference and control of all aforesaid accounts are transferred in full to trust under Trustee's sole control. Without prejudice, for cause,

Lewis Jay Porter
Trustee/Secured Party: Lewis Jay Porter
on behalf of LEWIS JAY PORTER TRUST^o
All Rights Reserved, Without Prejudice. UCC 1-308

JURAT

County of Adams)
Colorado)
State)

SUBSCRIBED AND SWORN TO before me this 7th day of September A.D. 2016

Notary Public Signature

My Commission Expires November 2017

STEPHANIE MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134031391
MY COMMISSION EXPIRES MAY 16, 2017

X) Notary Acknowledgment FRE 902(B); I the Notary hereto this (International) Commercial Affidavit, duly depose, that the person executing this document, is personally known to me, or has presented sufficient evidence to establish his lawful identity & status; I accept same as evidence of the facts presented, I depose nothing more; executed by My signature & Seal, as authorized under My Commission.

Form 56
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Notice Concerning Fiduciary Relationship

(Internal Revenue Code sections 6036 and 6903)

OMB No. 1545-0013

Part I Identification

Name of person for whom you are acting (as shown on the tax return) LEWIS JAY PORTER TRUST	Identifying number	Decedent's social security no.
Address of person for whom you are acting (number, street, and room or suite no.) 1593 CNTY RD 780		
City or town, state, and ZIP code (If a foreign address, see instructions.) DOUGLASS, TX 75943		
Fiduciary's name MELBA ACOSTA, et al D.B.A. SECRETARY OF TREASURY (UNITED STATES)		
Address of fiduciary (number, street, and room or suite no.) C/O DEPARTMENT DE HACIENDA, P.O. BOX 9024140		
City or town, state, and ZIP code SAN JUAN, PUERTO RICO 00902-4140	Telephone number (optional) (787) 721-2020	

Section A. Authority

- 1 Authority for fiduciary relationship. Check applicable box:
- a ☐ Court appointment of testate estate (valid will exists)
 - b ☐ Court appointment of intestate estate (no valid will exists)
 - c ☐ Court appointment as guardian or conservator
 - d ☒ Valid trust instrument and amendments
 - e ☐ Bankruptcy or assignment for the benefit of creditors
 - f ☐ Other. Describe ►
- 2a If box 1a or 1b is checked, enter the date of death ►
- 2b If box 1c–1f is checked, enter the date of appointment, taking office, or assignment or transfer of assets ►

Section B. Nature of Liability and Tax Notices

- 3 Type of taxes (check all that apply): ☐ Income ☐ Gift ☒ Estate ☐ Generation-skipping transfer ☐ Employment
☐ Excise ☐ Other (describe) ►
- 4 Federal tax form number (check all that apply): a ☐ 706 series b ☐ 709 c ☐ 940 d ☐ 941, 943, 944
e ☐ 1040, 1040-A, or 1040-EZ f ☒ 1041 g ☐ 1120 h ☐ Other (list) ►
- 5 If your authority as a fiduciary does not cover all years or tax periods, check here ☐
and list the specific years or periods ►
- 6 If the fiduciary listed wants a copy of notices or other written communications (see the instructions) check this box ☐
and enter the year(s) or period(s) for the corresponding line 4 item checked. If more than 1 form entered on line 4h, enter the form number.

Complete only if the line 6 box is checked.

If this item is checked:	Enter year(s) or period(s)	If this item is checked:	Enter year(s) or period(s)
4a		4b	
4c		4d	
4e		4f	
4g		4h:	
4h:		4h:	

Form 56 (Rev. 12-2011)

Page 2

Part II Court and Administrative Proceedings

Name of court (If other than a court proceeding, identify the type of proceeding and name of agency)		Date proceeding initiated	
Address of court		Docket number of proceeding	
City or town, state, and ZIP code	Date	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Place of other proceedings

Part III SignatureTRUSTEE On behalf of LEWIS JAY PORTER TRUST[®]Please
Sign
Here

I certify that I have the authority to execute this notice concerning fiduciary relationship on behalf of the taxpayer.

MELBA ACOSTA

Secretary of Treasury

Fiduciary's signature By appointment of LEWIS JAY PORTER TRUST[®]

Title, if applicable

Date

Form 56 (Rev. 12-2011)

ACTUAL & CONSTRUCTIVE LEGAL NOTICE [U.C.C. §§ 1-201(25)(26)(27)]:

By appointment you MELBA ACOSTA have been chosen to act as fiduciary in re LEWIS JAY PORTER TRUST[®]. Please see accompanying Minutes of Trust designating your appointment. If this appointment is outside of your abilities/scope, or you do not choose to take the position please simply return all documentation to the trust within 30 days and we will designate a new appointment.

Otherwise this document will act as PUBLIC NOTICE and will be filed along with related instruments upon the U.C.C. Commercial Registry constituting "Lawful", open, notorious, public notice of the subject-matter executed & presented in good-faith U.C.C. § 1-201(19); U.C.C. § 1-203 to the UNITED STATES, i.e., 28 U.S.C. 3002(15)(A); U.C.C. § 9-307(8); U.S.C.A. Const. Art. 1:8:17-18, by the real party in interest; Trustee/TRUST & Holder-in-Due-Course (**HDC**) of this and all related documents and instruments.

TAKE SPECIAL NOTICE From "Lawful" private Trust jurisdiction ["as defined within, 26 U.S.C. § 7701(a)(31); 8 U.S.C. § 1101(a)(14); 28 U.S.C. § 1603(b)(3)"] **That entity and man are "Non-Assumpsit"; and "Non-Domestic and Non-Federal"** in regards the UNITED STATES and/or any of its "Constituent STATES" incorporated thereof, e.g., inter alia, but not limited to, STATE OF TX STATE OF TENNESSEE, and the like; and also in regards the UNITED NATIONS, as well as to England & Russia... Intent to contract does not validate or give ascent to any contract or waiver of right unless implicitly stated in writing. Noting: within a State in order to That Congress cannot create a trade or business, [i.e., "as defined within 26 U.S.C. § 7701(a)(26),"] tax it; [See: inter alia, License Tax Cases, 72 U.S. 462; 18 L.E. 497 (1866); M'Ilvaine v. Cox's Lessee, 8 U.S. 209; 2 L.E. 598 (1808); and Yick Wo v. Hopkins, 118 U.S. 356, 6 S.Ct 1064 (1886)]. All accounts in relation to 451-51-6997/142-76-128486/QA08401506 or the like Accounts are accepted with Claim [11 U.S.C. § 101(5)] and (Special) Maritime Lien upon all related accounts both general & special and if not currently held are to be transferred and held in LEWIS JAY PORTER TRUST; as defined in TRUST and supporting documentation. Lien will be removed when transference and control of all aforesaid accounts are transferred in full to trust under Trustee's sole control. Without prejudice, for cause,

Lewis-Jay Porter
Trustee/Secured Party: Lewis Jay Porter
on behalf of LEWIS JAY PORTER TRUST[®]
All Rights Reserved, Without Prejudice. UCC 1-308

JURAT

County of *Adams*)
Colorado) Scilicet
State)

SUBSCRIBED AND SWORN TO before me this *7th* day of *September* A.D. 20 *17*

Notary Public Signature

Seal

My Commission Expires *May 16, 2017*

STEPHANIE MENDOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134031391
MY COMMISSION EXPIRES MAY 16, 2017

X) Notary Acknowledgment FRE 902(B); I the Notary hereto this (International) Commercial Affidavit, duly depose, that the person executing this document, is personally known to me, or has presented sufficient evidence to establish his lawful identity & status; I accept same as evidence of the facts presented, I depose nothing more; executed by My signature & Seal, as authorized under My Commission.

Form **W-8BEN**

(Rev. February 2006)

Department of the Treasury
Internal Revenue Service**Certificate of Foreign Status of Beneficial Owner
for United States Tax Withholding**▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual
- A person claiming an exemption is effectively connected with the conduct of a trade or business in the United States
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)

Instead, use Form:

W-9

W-8ECI

W-8ECI or W-8IMY

W-8ECI or W-8EXP

Note: These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary

W-8IMY

Note: See instructions for additional exceptions.

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

LEWIS JAY PORTER TRUST^o

2 Country of incorporation or organization

UNITED STATES

3 Type of beneficial owner:

- ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust
- ☐ Grantor trust ☒ Complex trust ☐ Estate ☐ Government ☐ International organization
- ☐ Central bank of issue ☐ Tax-exempt organization ☒ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route).

P.O. Box 9024140

City or town, state or province. Include postal code where appropriate.

San Juan, P.R. 00902-4140

Country (do not abbreviate)

UNITED STATES

5 Mailing address (if different from above)

C/O 15006 United State Highway 259 South

City or town, state or province. Include postal code where appropriate.

Mount Enterprise, Texas Republic

Country (do not abbreviate)

United States of America

6 U.S. taxpayer identification number, if required (see instructions)

Not Required per W-8BEN Inst p.1,2,4,5 (Cat. 25576H); W-8 Supp. Inst p.1,2,6 (Cat. 26698G) Pub. 515 Inst. p.7; Form 1042-S Inst. P.1,14; 31 CFR 103.34(a)(3)(x)

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions) 26 CFR 1.871-1(b)(1)(i)

Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

- a ☐ The beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.
- b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9a above to claim a % rate of withholding on (specify type of income):

Explain the reasons the beneficial owner meets the terms of the treaty article:

Part III Notional Principal Contracts11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.**Part IV Certification**

Under penalties of perjury from without the "United States" in accordance with 28 U.S.C. 1746(1), I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete when filiated only in a state court with a jury trial. I further certify under penalties of perjury that:

- 1 I am the nonresident alien (or am authorized to sign for the nonresident alien) of all the transactions to which this form relates
- 2 The nonresident alien is NOT a U.S. person and is not liable for withholding or paying income taxes or filing returns under 26 U.S.C. or 26 C.F.R.
- 3 The income to which this form relates is not effectively connected with the conduct of a "trade or business" within the "United States" and is not subject to tax under an income tax law or treaty, and
- 4 For broker transactions or broker transaction, the nonresident alien is a "foreign estate" as defined in 26 U.S.C. 7701(a)(31)

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to establish your status as a non-U.S. person and, if applicable, obtain a reduced rate of withholding.

Sign Here

Lewis Jay Porter Trust

On behalf of LEWIS JAY PORTER TRUST^o

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

09-07-2016

Date (MM-DD-YYYY)

Trustee [UCC 1-210 (35)]

Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Z

Form **W-8BEN** (Rev. 2-2006)

Printed on Recycled Paper

W8BEN Affidavit

(International) Commercial Affidavit

This Affidavit in regards to the W-8BEN on the obverse side is executed as Lawful ***PUBLIC NOTICE*** [U.C.C. § 1-201(25)(26)(27)]. The Trustee/Secured Party signatory hereto is executing document under signature; expressly to ***declare trust/trustees stature as a Non-Resident-Alien in regards to U.S. Inc. (Id)*** with no duress, in accord the terms of the aforementioned. Therefore, I, the Trustee/Secured Party duly depose and says without recourse that, the foregoing is true, correct, and certain; and if called as a witness, I am One; who can "Testify" to the facts, evidenced, and subject-matter within Trust Documentation and supporting documents as well as the "W-8BEN" evidence(d) on the obverse side of this page; executed hereunder; and expressly supported by this Affidavit; executed as dated below, nunc pro tunc to 07/01/1994 the date or original creation of trust.

NOTICE TO AGENT IS [imputed] NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS [Imputed] NOTICE TO ALL AGENTS OF THE SUBJECT MATTER HEREIN, and PRESENTED IN GOOD FAITH [UCC. § 1-201(19) UCC § 1-203; UCC § 1-202].

This Affidavit is executed under the penalty of perjury; [in nature of 28 U.S.C. § 1746(1)] expressly without UNITED STATES, [i.e., "28 U.S.C. § 3002(15)(A); U.C.C. § 9-307(8); U.S.C.A. Const. Art. 1:8:17- 18,"] Administered by a commissioned officer, i.e., Notary Public in accordance who is also acknowledging same [in accordance Fed.R.Evid. 902(1)(B)].

Lewis-Jay Porter
Trustee/Secured Party: Lewis-Jay: Porter

on behalf of LEWIS JAY PORTER TRUST °

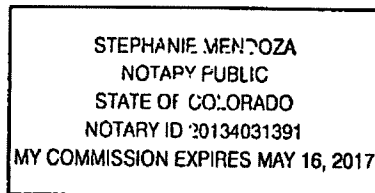
All Rights Reserved, Without Prejudice. [UCC 1-308]

JURAT

County of Adams)
Colorado State) Scilicet)

SUBSCRIBED AND SWORN TO before me this 27th day of September A.D. 2017.

[Signature] Seal
Notary Public Signature
My Commission Expires May 16, 2017



(X) Notary Acknowledgment FRE 902(B); I the Notary hereto this (International) Commercial Affidavit, duly depose, that the person executing this document, is personally known to me, or he has presented sufficient evidence to establish his lawful identity & status; I accept same as evidence of the facts presented, I depose nothing more; executed by My signature & Seal, as authorized under My Commission.

**PRIVATE REGISTERED
BOND FOR INVESTMENT**
Value of Bond is: \$100,000,000.00
ONE HUNDRED MILLION U.S. DOLLARS

BOND ORDER

Item # 07011976-LJP-PRB

EXHIBIT "E"
FILED COPY OF TRUST

2016

LEWIS JAY PORTER TRUST

DOCUMENTS INCLUDED
ABSTRACT OF TRUST
CERTIFICATION OF TRUST

1593 CNTY RD 720, DOUGLASS, TX, 75943
logan11119@yahoo.com 903-658-2816

ABSTRACT OF TRUST

Section I: Trust Information

Trust Information and Dates

- a. The Trust is legally named "LEWIS JAY PORTER Trust"
- b. The trust is Irrevocable
- c. This trust was established August 24, 2016 at:
1593 CNTY RD 780, DOUGLASS, TX, 75943.
- d. This trust has not been amended.
- e. The EIN of this trust is 81-7083902

Section II: Trustee Information

Current Acting Trustee(s)

- a. Lewis-Jay: Porter, TTEE
- b. JoAnn Johnson Baker, TTEE

The Trust requires unanimous consent among the Trustee(s) to establish an account with respect to Trust assets, but only one trustee is required to be an authorized account manager.

Section III: Beneficiary Information

The Certificate Holders are:

- a. Jacqueline Kaye Williams
- b. Madison Jade Porter
- c. Logan Calhoun Coleman

CERTIFICATION OF TRUST

This Certification of Trust was created August 24, 2016. The Trust has been legally created as an Irrevocable Trust. All rights and title to the assets and income of this Trust is vested solely in the Board of Trustees.

We Lewis-Jay: Porter, TTEE and JoAnn Johnson Baker, TTEE certify that we are the trustees of a trust entitled LEWIS JAY PORTER TRUST, created by Declaration of Trust dated August 24, 2016.

We the undersigned, as the current acting Trustees declare and certify to this financial institution:

1. We declare that I have full authority under the above referenced Trust to sign on behalf of the Trust and to open and close accounts, perform deposits, withdraw, and transfer funds on behalf of the Trust.
2. We declare that I have full authority under the above referenced trust to open, enter and remove contents and close safe deposit boxes and open or close accounts.
3. Without limiting the foregoing specifically, we have the authority to open accounts, perform deposits, and withdraw funds, transfer funds, and close accounts at the aforesaid bank.
4. The Trustee will not direct aforesaid bank to take any action unless the Trustee has the power to act and such powers are properly exercised.
5. Pursuant to the terms of the Trust, the Trustee has the power to contract for banking and other financial services and to transfer, purchase and/or sell financial assets and investments, including securities.
6. If requested, we will provide Bank with copies of excerpts of the original Trust instrument and amendments designating the Trustee and/or other powers conferred on Trustee in support of a pending transaction under this certification.
7. The trust has not been revoked, modified or amended in any manner which would cause the representations contained in this certification to be incorrect.
8. All information contained in this certification is true and correct, and you (Aforesaid Bank), as a third party conducting business with the Trustee may rely on this information until you receive written notice of any changes signed by the Trustee.
9. The Trustees may sign for an Electronic Debit Card and/or Credit Card.
10. In addition to the above powers, the Trustee has the following authorities:
 - a. The authority to grant power of attorney.
 - b. The authority to encumber trust property.
 - c. The authority to authorize borrowing on behalf of the trust.
 - d. The authority to appoint a general manager as signer on trust accounts.
11. We agree to defend, indemnify and hold aforesaid Bank harmless from any and all claims, demands, liabilities, costs or expense, including, but not limited to reasonable attorney's fees which it may suffer or incur by any reason of its reliance upon any statement contained herein.

Lewis-Jay: Porter, TPEE, Executive Trustee

County of Adams)
Colorado State) Scilicet)

SUBSCRIBED AND SWORN TO before me this 7th day of September A.D. 2014

My Commission Expires May 14, 2014

**MINUTES OF THE
TRUSTEE MEETING OF**

LEWIS JAY PORTER TRUST
(Name of Trust)

BANKING RESOLUTION

Date: August 24, 2016

The undersigned Trustee(s) for the above named Trust RESOLVED that Lewis-Jay: Porter, being the Managing Director(s) of this Trust, was/is herein fully authorized by the Board of Trustees to select and make application to any bank or financial institution for the purpose of establishing one or more checking and/or savings accounts in the name of this Trust. Further, the Managing Director(s) and/or his/her designee, or other officers or agents of this Trust as identified below, is/are authorized to make deposits and withdrawals, write checks, and maintain such accounts without further action of the Board of Trustees.

Further, the bank or financial institution is hereby authorized to pay out the funds of this Trust as directed by the authorized signatories without further authorization from the Board of Trustees, whether such directives call for disbursements in cash, to bearer or to the order of any third party.

Further, the suggested title for the account is: LEWIS JAY PORTER TRUST

Lewis Jay: porter
Signature of Managing Director: Lewis-Jay: Porter

Tax No./EIN

The following persons are authorized to sign checks or withdrawals from any accounts created with the selected bank(s) or institution(s) with identification being required:

Lewis-Jay: porter
First Authorized Agent Lewis-Jay: Porter Signature:

Second Authorized Agent JoAnn Johnson Baker Signature:

This BANKING RESOLUTION shall remain in effect until canceled or modified by the Board of Trustees.

BOARD OF TRUSTEES:

Lewis-Jay: porter
For The Board of Trustees, Lewis-Jay: Porter Signature:

Accepted By JoAnn Johnson Baker Signature

WITNESSES

We the undersigned Witnesses hereby STAND and Attest that the fore signed, signed this document on the date listed supra, of their own Free Will, as witnessed by Our Signatures below:

Emelin Mendez
First Witness Signature

Address:

JoAnn Johnson Baker
Second Witness Signature

Address:

DECLARATION OF TRUST

AN IRREVOCABLE TRUST ORGANIZATION

THIS declaration of trust made this day between the undersigned parties, known hereinafter as the "**Creator**" and the "**Trustee**" agree to wit:

1. Creator herein offers for consideration to create an organization under common law having a fixed number of certificates which evidence a right of distribution, commonly known as an Irrevocable Trust Organization or Unincorporated Business Organization, and
2. Trustee herein agrees to the exchange, in trade, good and valuable consideration for certificates of the newly created organization, LEWIS JAY PORTER Trust,

THEREFORE, the parties mutually agree, promise and covenant as follows:

CONSIDERATION:

- a) Trustee herein agrees to bargain, exchange, assign, convey and deliver to this organization or its appointed Trustee
- b) Immediately upon execution of this agreement, Creator agrees to appoint a Trustee having authority to carry out the exchange and hold and administer the consideration received.
- c) This initial exchange, a description of the consideration, whether personal and/or real property, and the number of certificates issued, shall be documented in the minutes of the organization.
- d) Both parties herein contract to perform, and agree that this exchange is not a sale or a gift, but an equal-in-value exchange.

ADMINISTERED AS TRUST ESTATE:

- a) Assets of this organization shall be deemed, for administrative purposes, a trust estate and the consideration received from Trustee shall be deemed the initial corpus.
- b) Any additional property received from any future Trustee or any party shall be deemed an addition to corpus.
- c) Any persons may add property of any character to the trust estate at any time by gift, grant, conveyance, exchange, insurance proceeds, assignment, will or any other method so long as the property and method of transfer is approved by the Trustee(s).
- d) All assets belonging to the trust estate shall be listed on Schedule "A", or an addendum to Schedule "A", and administered as provided herein.

IRREVOCABLE AGREEMENT:

- a. The parties herein agree that this contract and declaration, including all trust provisions contained herein, shall be irrevocable.
- b. Trustee irrevocably relinquishes all rights to the property exchanged into this organization.
- c. Neither Creator nor Trustee nor any certificate holder shall have any right to revoke or amend this contract and declaration.
- d. Amendments may only be made by unanimous approval of the Board of Trustees as provided herein. Further, the board of Trustees shall have exclusive power to construe and determine the meaning and intent of this contract and declaration.

APPOINTMENT OF TRUSTEE:

Upon execution of this contract and declaration, Creator shall appoint a Trustee, known hereinafter as the "first" Trustee, to administer this organization as provided herein. The first Trustee shall provide Creator a written acceptance of the appointment, which shall be made a part of the permanent records.

BOARD OF TRUSTEES:

- a. The first Trustee, upon acceptance of the appointment, may thereafter appoint a second Trustee.
- b. They in turn may jointly appoint one or more additional Trustees and may designate successors.
- c. Trustees shall collectively act by authority of this contract and the trust provisions contained herein as a Board of Trustees for the purpose of holding and administering company assets for the benefit of certificate holders.
- d. All members of the Board of Trustees shall serve without bonds.

DECLARATION OF TRUST

AN IRREVOCABLE TRUST ORGANIZATION

DISCRETIONARY POWERS:

- a. The parties herein agree that the Board of Trustees shall have absolute and sole discretionary power over this organization, its assets and earnings therefrom.
- b. The Board shall have authority to:
 - a. Determine what shall constitute principal and earnings,
 - b. how such assets shall be allocated, and
 - c. shall have absolute authority to determine if and when distributions of principal or earnings will be made to certificate holders.

ACCEPTANCE BY TRUSTEES:

The first Trustee, and all subsequent Trustees and successor Trustees, by accepting the appointment as Trustee of this organization causes all present and future Trustees to agree to the following:

- a. They accept the initial gift or conveyance of property on behalf of the organization and acknowledge the delivery of all property specified on Schedule "A".
- b. They agree to conduct the organization's affairs in good faith, in conformity with the terms and conditions set forth in this contract and its inherent trust provisions.
- c. They agree to exercise their best judgment and discretion to conserve and improve the property of the trust estate in accordance with decisions of the Board of Trustees as set forth in the organization's minutes.
- d. They agree, upon final liquidation of the trust estate, to distribute the assets to the existing certificate holders as their contingent rights may appear.

ADMINISTRATIVE PROVISIONS:

Trustees, and their successors, may hold administrative offices within the organization, and may singularly or collectively exercise authority granted by the Board of Trustees in the management of company affairs. They are herein authorized to exclusively manage, administer and control the trust estate without the consent of certificate holders. The following specific terms and conditions apply:

- a. The Board of Trustees shall be at least one (1) in number, and may be increased as deemed necessary in the manner set forth above.
- b. A Trustee may resign or be removed from the Board, with or without cause, by a resolution of the Board of Trustees determined by a majority vote.
- c. In the event of death, removal from the Board, or resignation of a Trustee, the vacant position shall be filled by a successor Trustee, if pre-appointed, or the remaining Board of Trustees may appoint a successor by unanimous vote. Should the entire Board of Trustees become vacant, the trust will make full distribution to the beneficiaries.
- d. The signing and acknowledging of this contract by any Trustee or Trustees shall constitute Trustees' collective acceptance of this contract and its trust provisions and Trustees' acknowledgment that **this organization's property and assets are vested in fee simple in the trust estate without any further act** or conveyance by the Board of Trustees. Trustees as discretionary fiduciaries shall hold legal and equitable title to all assets.
- e. The Board of Trustees may provide for meetings at stated intervals without notice, and special meetings may be called at any time by one or more Trustees upon three day's written notice. At any regular or special meeting, a majority of Trustees shall constitute a quorum for conducting business, provided affirmative action may only be had upon a majority vote of Trustees, whether present or absent, except that in a special meeting called for a special purpose the majority present may affirmatively act in emergency matters. A telephone or fax vote shall be a valid vote.
- f. Any resolution of the Board of Trustees shall be deemed within the Board's power so long as the resolution is not inconsistent with this organizational document and any amendments thereto.
- g. Trustees shall be controlled by this document as amended and future resolutions of the Board of Trustees. All meetings and resolutions shall be recorded in a company minute book.
- h. Trustees shall keep proper records and accounts as the Board of Trustees deems necessary for the proper

DECLARATION OF TRUST

AN IRREVOCABLE TRUST ORGANIZATION

management of the trust estate.

- i. Trustees shall not be required to individually assume liability for loss of company assets while acting in good faith on behalf of the organization, or for any act or omission of any other Trustees, agents or employees. They shall, however, be liable for their own breach of good faith. If a Trustee shall for any reason suffer a personal loss while providing good faith service to the trust, the Trustee shall be reimbursed for such loss from the trust estate further reimbursement may be documented in agreement with the trust.
- j. The Board of Trustees, at the expiration of the term as set forth herein, shall wind up company affairs and terminate the company operations, making final distribution as provided. If the organization was recorded publicly, Trustees shall file with the Recorder a notice of termination; and Trustees, thereupon, shall automatically be discharged, provided final administration and distribution was made in accordance with the terms and conditions of this agreement. Otherwise, a court of equity may be invoked to review and correct any tort or error, if only necessary.
- k. When there are no longer trustees and beneficiaries the Manager will have the right to dissolve the trust by following the procedures in "J".
- l. Any Affidavits for Public Notice, Declarations, and Honorable Clarifications, not limited to any Corporeal and/or Incorporeal Hereditaments concerning any conveyance included in the Security Agreement, and/or Authenticated foreign document(s) is under the Hague Convention, 5 October, 1961.

TRUSTEE POWERS:

Trustees shall have general common law powers over the company and the trust estate herein, and may do anything any citizen may lawfully do in any state or country. Specifically, but not by way of limitation, they shall have all rights, authority and power as follows:

- a. To compromise or abandon any claims arising out of, in favor of, or against the company and its trust estate, and Trustees' good faith decision in that regard shall be binding and conclusive on all parties.
- b. To manage, invest and reinvest the trust estate, or any part thereof, in any kind of property or venture which men of prudence, discretion and intelligence consider for their own account, without being restricted to investments which are ordinarily permitted by law or customarily used for trust funds, and without restrictions as to the duration of this organization. Specifically included, but not by way of limitation, are real estate, collectables, gems, art works, precious metals, corporate obligations of every kind, preferred and common stock, commodities, mutual funds and trust funds.
- c. To open, maintain and close bank and thrift accounts of every kind, and conduct all monetary affairs of this trust.
- d. To sell at public or private sale for cash, credit, or cash and credit, and upon such terms and conditions as Trustees may deem proper.
- e. To sell, grant, convey, mortgage, option, rent, lease or pledge all trust estate assets, real, personal or mixed, in such manner as deemed appropriate and nondestructive to the general welfare of the trust.
- f. To borrow on or encumber the trust estate without restriction and to make loans with or without security. All borrowed funds shall immediately become a part of the trust estate.
- g. To allocate capital gains and/or dividends to trust principal as may be deemed appropriate or advantageous to the trust estate.
- h. To register company property in the name of the company, a fictitious trade name of the company, a Trustee or nominee so long as company ownership of such property can be clearly demonstrated.
- i. To make distributions in cash or in kind and to assign values to such property according to Trustees' best judgment.
- j. To accept additions to the trust estate by deed, will, assignment, exchange, gift, grant, insurance proceeds or any other methods deemed acceptable to Trustees. Trustees are further authorized to honor any buy-sell agreements extant as to any property or interest held in trust.
- k. To elect and remunerate officers from the Board or elsewhere as deemed appropriate or expedient. To hire and remunerate employees, agents or contractors. To incur and pay the ordinary and necessary expenses of administration, including, but not limited to, legal fees, accountant's fees, Trustee fees, brokerage fees, consulting fees and the like, and to allocate all the expenses and receipts between principal and income as

DECLARATION OF TRUST

AN IRREVOCABLE TRUST ORGANIZATION

Trustees shall deem proper.

- l. To give proxies, to deposit securities with and transfer title to committees representing securities holders and to participate in voting trusts, reorganizations and other transactions involving the common interest of security holders.
- m. To open margin accounts with securities firms and commodities traders and to buy, write or trade in options, commodities, and to make short sales. Trustees shall be empowered to hold securities in their own names, the name of a nominee, in street name, or unregistered in such condition that ownership will pass. Trustees shall incur no liability to the company for any loss. The Trust shall indemnify the trustee from all liability. Further, any securities firm or commodities traders may rely on this document and the trust provisions herein in respect of a Trustee's authority without making further inquiry.
- n. Trustees are expressly authorized to hold, manage and operate any company property, or business or enterprise. The profits and losses, if any therefrom, shall be chargeable respectively to the trust estate.
- o. Trustees are authorized to pay all taxes out of the trust estate, and have complete discretion, power and authority to make any decisions or elections that would effectively minimize such taxes if any taxes are eligible to be levied.
- p. Trustees may expressly delegate one or more of their powers to any other person or persons as may be deemed expedient for the management of company affairs, and may revoke such delegation at any time by written notice delivered to such persons.
- q. Trustees, by a majority vote, may change the domicile of the company with or without cause if they deem such change will protect or benefit the trust estate.
- r. Trustees, by unanimous vote, may make amendments to this contract and declaration and take such other consequential actions as they deem necessary or appropriate to protect the integrity of the organization and to insure the organization will continue to function and be administered in the best interest of certificate holders and in the manner intended.
- s. Trustees, by majority vote, may at any time and at their sole discretion wind up company affairs, terminate this organization and make distributions of the trust estate to certificate holders as provided herein.

RIGHT TO DISTRIBUTION:

Trustees have discretionary powers to make distributions from this organization without regard to equality of certificate holders except for final liquidation. Notwithstanding, a right to any distribution from this organization shall be evidenced by the holding of one or more certificates, and the following provisions respecting such certificates shall remain in full force and be carefully observed by Trustees, certificate holders, and interested third parties at all times:

- a. Trustees shall be authorized to issue one hundred (100) certificate units (hereinafter called TCUs or certificates), representing 100% of the rights to distribution from the organization's trust estate. Trustees shall not issue TCUs in excess of that number. The TCUs shall have no par value, and Trustees shall not place any nominal value on TCUs at any time. TCUs are non-assessable, nontaxable, nonnegotiable and limited in transferability. The lawful possessor shall be construed the true and lawful owner thereof. Creator herein may own TCUs. No person having or controlling a majority vote on the Board of Trustees, however, shall have or possess any rights to distribution from the trust estate.
- b. Trustees are authorized to receive property into the trust estate in exchange for a negotiated number of TCUs. The party exchanging the property shall be deemed to be an Trustee. All owners of TCUs shall be identified on a Registry of Trust Certificate Units, kept in the company minute book. Ownership of TCUs shall not entitle the holder to any legal or equitable title in the company or the trust estate, nor to any undivided interest therein, nor management thereof.
- c. TCUs shall be immune from seizure by any creditor of the lawful owner.
- d. Death, insolvency or bankruptcy of any TCU holder, or the transfer of his TCUs by gift, exchange or sale, shall not operate as dissolution of this organization or its operation or business; nor shall such events entitle his creditors, heirs or legal representatives to demand any partition or division of the trust estate or any special accounting. Death of a TCU holder shall terminate his or her rights under the TCU and said rights may not thereafter pass by probate or operation of law to any heir or legatee, but shall revert to the Board